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8 FACEBOOK, INC., a Delaware corporation
9 and INSTAGRAM, LLC, a Delaware limited
10 liability company,

11 Plaintiffs,

12 v.

13 AREND NOLLEN, LEON HEDGES,
14 DAVID PASANEN, and SOCIAL MEDIA
15 SERIES LIMITED,

16 Defendants.

17 CASE NO.: 3:19-CV-02262-WHO

18 **STIPULATION AND [PROPOSED]
19 ORDER REGARDING INJUNCTION AND
20 DISMISSAL**

WHEREAS, on April 25, 2019, Plaintiffs Facebook, Inc. and Instagram, LLC (together, “Plaintiffs”) filed this action against Arend Nollen, Leon Hedges, David Pasanen and Social Media Series Limited (together, “Defendants”) asserting claims for breach of contract, violations of the Comprehensive Computer Data Access and Fraud Act and the Computer Fraud and Abuse Act, and unjust enrichment;

WHEREAS, the Parties have agreed to resolve this action, and part of that resolution includes the entry of a stipulated injunction;

WHEREAS, Defendants have denied that they are subject to personal jurisdiction in this Court, but have agreed to submit to the personal jurisdiction of this Court solely for purposes of the entry and enforcement of this Stipulated Injunction and the parties' settlement agreement without waiving their rights to contest personal jurisdiction, or to argue *forum non conveniens*, in any other proceeding.

NOW, THEREFORE, Plaintiffs and Defendants stipulate and agree as follows:

STIPULATED INJUNCTION

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to stipulation of the Parties, that:

1. Defendants shall notify all their current and future employees and agents of the existence of this Injunction and provide a copy of this Injunction to all current and future employees and agents.

2. Defendants and all individuals acting on Defendants' behalf who are described in Federal Rule of Civil Procedure 65(d)(2) (collectively, the "Prohibited Parties") are immediately and permanently ordered and enjoined from accessing and using Facebook and Instagram as follows:

a. Each Defendant is immediately and permanently enjoined from creating or maintaining, or having a third party create or maintain, a Facebook or Instagram account for that Defendant.

b. In addition, each Prohibited Party, including any entity directly or indirectly controlled by that Prohibited Party, is immediately and permanently enjoined from logging into, managing, manipulating, operating, or otherwise taking action on behalf of, any Facebook or

1 Instagram account of any Facebook or Instagram user other than that Prohibited Party, whether
2 directly or indirectly via a third party, intermediary, or proxy; nor shall any Prohibited Party, nor any
3 entity directly or indirectly controlled by that Prohibited Party cause or allow any third party to do so
4 on such person's behalf.

5 c. In addition, the Prohibited Parties are immediately and permanently prohibited
6 from engaging in any business (whether in their own capacity, as employees, or as persons who
7 control another entity) to deliver "likes," "views," or "followers" to individual Instagram users, at
8 the users' request and in exchange for payment by the users (the "Instagram Engagement Business"),
9 whether directly or indirectly via a third party, intermediary, or proxy.

10 d. In addition, within ten (10) days of the entry of this Order, the Prohibited
11 Parties shall permanently remove all references to their Instagram Engagement Business from any
12 and all websites, including but not limited to the websites listed in Schedule VII of the parties'
13 settlement agreement, that they own or have the ability to control;

14 e. In addition, within ten (10) days of the entry of this Order, the Prohibited
15 Parties shall undertake reasonable efforts to permanently remove all advertisements or postings on
16 external websites advertising or describing their Instagram Engagement Business, whether such
17 advertisements or postings were created or posted directly or indirectly via a third party,
18 intermediary, or proxy;

19 f. In addition, within ten (10) days of the entry of this Order, the Prohibited
20 Parties shall cease operating any website that Defendants previously used to offer Instagram
21 Engagement Business services.

22 3. The Court will retain continuing jurisdiction to enforce the terms of this Stipulated
23 Injunction and to address any other matters arising out of or regarding this Stipulated Injunction,
24 including any allegations that the Parties have failed to comply with their obligations as set forth in
25 this Stipulated Injunction, and the Parties agree to submit to the Court's jurisdiction for such
26 purposes. The Court notes that Defendants have not waived their rights to contest personal
27 jurisdiction, or to argue *forum non conveniens*, on other issues and in any other proceeding that does
28 not relate to the enforcement of this Stipulated Injunction or the parties' settlement agreement.

4. The rights and obligations under this Stipulated Injunction shall benefit, and be binding upon, each of Parties and their respective affiliates, predecessors, successors and assigns.

DISMISSAL

5. Plaintiffs' claims against Defendants are hereby dismissed with prejudice against all Defendants, except the Court shall retain jurisdiction to enforce this Stipulated Injunction and Dismissal. Each Party shall bear its own fees and costs.

IT IS SO STIPULATED.

Respectfully submitted,

Dated: September ___, 2019

HUNTON ANDREWS KURTH LLP

By: _____
Ann Marie Mortimer
Jason J. Kim
Attorneys for Plaintiffs
FACEBOOK, INC. and INSTAGRAM,
LLC

Respectfully submitted,

Dated: September ___, 2019

THE NORTON LAW FIRM PC

By: _____

Fred Norton
Bree Hann
Matt Turetzky
Tyler M. Layton

Attorneys for Defendants
ARENDE NOLLEN, LEON HEDGES,
DAVID PASANEN, and SOCIAL MEDIA
SERIES LIMITED

1 **IT IS SO ORDERED.** Court retains jurisdiction.
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3 DATED: October 8, 2019
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WILLIAM H. ORRICK
United States District Judge

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